

ACA Compliant Individual Member Plan Dental Benefits  
Contract from Delta Dental of Idaho

## Smile Adult + *Preferred* Pediatric<sup>SM</sup>

Welcome to Delta Dental of Idaho – the state’s largest and most experienced dental benefits carrier. As a Delta Dental member, you are joining more than 80 million people across the country who put their trust in our coverage. At Delta Dental of Idaho, we view our benefits as a partnership between us, our members, and our participating dentists.

We are pleased to provide these important benefits to you and any dependents you choose to enroll. Dental benefits are important, and so is this document. This Member Contract contains information you need to know concerning eligibility, enrollment, waiting periods, plan benefits, and your rights under this plan.

What follows is a lot of essential information and that’s why it’s important to read it all, start to finish. We’ve tried to make it as painless as possible! Also, please hold onto this document as it can answer many future questions you may have about your dental benefits.

Let’s get started!

## Benefits for adults age 19 and over

### Covered procedures

What follows is a list of the dental procedures covered under this Contract, and the amount you have to pay for each procedure. If a procedure isn't listed below, it is not covered.

### Dental procedures from a non-participating dentist - Adult age 19 and over

We do not cover procedures provided by a dentist who is not in the Delta Dental Premier or Delta Dental PPO networks, but we reimburse you up to \$50 if you have paid a non-participating dentist for procedures defined by Delta Dental as "emergency relief of pain." Proof of payment is required. The enrollee is responsible for all other charges and fees charged by the non-participating dentist, to the extent such amount exceeds \$50. Non-participating dentists can bill you for the difference between the amount charged by the non-participating dentist and the amount allowed by Delta Dental.

### Optional procedures - Adult age 19 and over

We pay for the least expensive dental procedure necessary to fix the problem as outlined in the "What is covered and what you pay" section. You are responsible for the remainder of the dentist's fee if a more expensive dental procedure is selected.

### What is covered and what you pay - Adult age 19 and over

You Pay	Preventive and Diagnostic Dental Procedures
0%	2 per benefit period for these services: Examination or evaluation Cleaning Bitewing X-rays
0%	Full-mouth X-rays once every 5 years (a series of individual X-rays or a panoramic X-ray).
0%	Emergency treatment to relieve pain.
0%	Emergency evaluation.
You Pay	Basic Dental Procedures * indicates a 6-month waiting period for service.
50%	Periodontal maintenance is allowed 4 times in 12 months if patient has had previously treated periodontal disease.*
50%	Amalgam (silver) or composite (tooth-colored) fillings. Replacing an existing filling is covered once every 2 years.*
50%	Non-surgical extractions. *

### Deductible - Adult age 19 and over

There is a \$75 deductible per person per calendar year applied to Basic procedures.

### Annual Maximum - Adult age 19 and over

There is a \$1,000 annual maximum for dental services.

## Benefits for children age 0 through age 18

### Covered procedures

What follows is a list of the dental procedures covered under this Contract, and the amount you have to pay for each procedure. **If a procedure isn't listed below, it's not covered.**

### Benefit copayments - Children age 0 through age 18

**Benefit copayments are the same when utilizing participating and non-participating dentists. However, the non-participating dentist can bill you for the difference between the amount charged by the dentist and the amount allowed by Delta Dental.**

### Optional procedures - Children age 0 through age 18

We pay for the least expensive dental procedure necessary to fix the problem as outlined in the "What is covered and what you pay" section. You are responsible for the remainder of the dentist's fee if a more expensive dental procedure is selected.

### What is covered and what you pay - Children age 0 through age 18

You Pay	Preventive and Diagnostic Dental Procedures
0%	2 per benefit period for these services: Examination or evaluation Cleaning Bitewing X-rays Fluoride (ages 18 and under only)
0%	Full-mouth X-rays once every 5 years (series of individual intraoral X-rays or panoramic X-ray).
0%	Intraoral X-ray.
0%	Cephalometric X-ray.
0%	Space maintainers when a primary tooth is prematurely lost (ages 18 and under only).
0%	Sealants on un-restored permanent molars, one sealant per tooth every 3 years (ages 18 and under only).
0%	Emergency treatment to relieve pain.
0%	Emergency evaluation or consultation D9310.
You Pay	Basic Dental Procedures
30%	Amalgam (silver) or composite (tooth-colored) fillings.
30%	Root canal therapy excluding final restoration.
30%	Pulpotomy and pulpal therapy.
30%	Surgical removal of residual tooth roots (cutting procedure).
30%	Non-surgical extractions.
30%	Surgical extractions.

You Pay	Major Dental Procedures
30%	Scaling and root planing (deep cleaning for gum disease) once per area (upper right, lower right, upper left, lower left) every 2 years.
30%	Removing and reforming diseased gum tissue once per area every 3 years.
30%	Pedicle soft tissue graft procedure. Free soft tissue graft procedure (including donor site surgery). Sub epithelial connective tissue graft procedures (including donor site surgery).
30%	Bone surgery once per area every 3 years.
30%	General anesthesia in conjunction with covered surgical procedures, once per treatment.
50%	Stainless-steel crowns are covered. Replacing this type of crown is covered once every 2 years.
50%	Crowns. Replacing a defective existing crown is covered when the defective existing crown is at least 5 years old. Inlays and onlays are not covered. An alternate benefit will be provided.
50%	Crown repair and rebuilding.
50%	Denture adjustments and implant repairs.
50%	Denture repairs, once every 12 months; relining and rebasing dentures to improve their fit; implant removal; re-cement fixed bridgework; repair fixed bridgework.
50%	Removable partial denture or complete denture. Replacing a defective existing partial or complete denture is covered when the defective existing partial or complete denture is at least 5 years old.
50%	Fixed bridge. Replacing a defective existing bridge is covered when the defective existing bridge is at least 5 years old.
50%	Surgical installation of implants once per tooth every 5 years (includes abutment and crown).
50%	Child orthodontia is covered only if medically necessary as per the Idaho Index of Orthodontic Needs (IOTN).

**Deductible - Children age 0 through age 18**

There is a \$25 deductible per person per calendar year applied to Basic and Major procedures.

**Out of pocket maximum - Children age 0 through age 18**

**In network, Delta Dental PPO or Premier participating dentist:** There is a \$425 out of pocket (OOP) annual maximum per pediatric enrollee, or a \$850 out of pocket (OOP) family maximum for two or more pediatric enrollees per year. Once you have paid the out of pocket (OOP) maximum, all claims for that enrollee will be paid in full by Delta Dental as listed in the “What is covered and what you pay” section.

**Out of network, non-participating dentist - Children age 0 through age 18**

There is a \$2,000 out of pocket (OOP) annual maximum per pediatric enrollee. Once you have paid the out of pocket (OOP) maximum, all claims for that enrollee will be paid in full by Delta Dental as listed in the “What is covered and what you pay” section. **However, while benefit copayments are the same when utilizing participating and non-participating dentists, the non-participating dentist can bill you for the difference between the amount charged by the dentist and the amount allowed by Delta Dental. Your actual costs for services provided by non-participating dentists may exceed this policy’s maximum out of pocket for out of network services. Your costs for the covered services do not accumulate toward the maximum out of pocket amount if delivered by a non-participating dentist.**

**Reviewing and managing your plan details:**

Visit us at [deltadentalid.com/subscriber](http://deltadentalid.com/subscriber) to make address & billing changes. You can also view and print information about your payment(s), benefit plan details and claims information.

**Choosing a dentist**

To fully utilize the benefits from this Contract you must see a Delta Dental PPO or Delta Dental Premier network dentist.

**What is the difference between PPO, Premier and non-participating dentists?**

- **Delta Dental PPO or Premier participating dentist** means an Idaho dentist who has signed an agreement with Delta Dental to participate. The Delta Dental PPO or Premier participating dentist accepts Delta Dental’s payment and the patient’s copayment, if any, as payment in full.
- **Delta Dental non-participating dentist** means a dentist who has not signed an agreement with Delta Dental, or a Delta Dental participating plan in another state, to participate with Delta Dental. **Non-participating dentists can bill you for the difference between the amount charged by the dentist and the amount allowed by Delta Dental.**

Generally speaking, it can be more financially beneficial for you to partner with a PPO or Premier dentist.

You can find a listing of more than 1,000 Delta Dental PPO and Premier dentist locations in Idaho and hundreds of thousands of Delta Dental network dentists nationwide at [deltadentalid.com](http://deltadentalid.com).

**What we don’t cover**

The following services are not covered by this Contract.

1. Cosmetic services or supplies, including cosmetic work done on dentures except for congenital anomalies.
2. Injuries or conditions covered under Workers’ Compensation or Employer’s Liability laws; services provided by any government agency; or any services that are provided free of charge.
3. Any dental services provided to anyone covered under this Contract while they are on active service in the Armed Forces.
4. Habit-breaking appliances.
5. Temporomandibular joint (TMJ) services or supplies.
6. Prescription drugs.
7. Any dental services performed or started before this Contract took effect or after this Contract ends.
8. Appliances, surgical procedures, and restorations for increasing vertical dimension; for restoring occlusion; for replacing tooth structure loss resulting from attrition, abrasion, or erosion.
9. Repair and relines of occlusal guards. General anesthesia and/or intravenous (deep) sedation, except when this Contract says otherwise.
- 10.
11. Replacement or duplicate dentures, bridges or any other appliance.
12. Myofunctional Therapy.
13. Fluoride is a benefit for children ages 18 and under only.  
Space maintainers and sealants are not covered for adults.

- ~~14~~ Sealants are not covered for adults.
- ~~15~~ Services relating to crowns, dentures, bridges, surgical extractions including bone, and root related surgeries or therapy are not covered for adults.
- ~~16~~ There are no benefits for services, supplies, drugs or other charges that are procedures which are not included in the listed covered service or that are not medically necessary for the care of an insured's covered dental condition.
- ~~17~~ Treatment by other than a dentist, except for services performed by a licensed dental hygienist or denturist within the scope of his or her license.
- ~~18~~ Services that are specialized techniques or that are experimental in nature as determined by the standards of generally accepted dental practice.
- ~~19~~ Services for which no valid dental need can be demonstrated. Services or supplies received as a result of defect, or injury due to an act of war, declared or undeclared.
- ~~20~~ Services or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of Delta Dental coverage.
- ~~21~~ Services covered or provided under any other plan or Contract.
- ~~22~~ Any other service not specifically listed in this Contract as a benefit.
- ~~23~~ Those benefits excluded by the policies and procedures of Delta Dental, including the Processing Policies.
- ~~24~~ Delta Dental is not obligated to pay claims received more than 12 months after the date of service.
- ~~25~~ Pain relievers like nitrous oxide, conscious sedation, euphoric drugs, or injections.
- ~~26~~ Preventive control programs, including home care items.
- ~~27~~ Hospitalization and related charges.
- ~~28~~ Laboratory tests and/or laboratory examinations.
- ~~29~~ Consultations or second opinions unless identified in the "what is covered" section of this Contract.
- ~~30~~ Charges for missed or canceled appointments.
- ~~31~~ Patient management problems.
- ~~32~~ Charges for completing claim forms.

**Eligibility: Who is covered?**

The term eligibility refers to who may be covered by a Delta Dental of Idaho. Pediatric dental plan benefits apply to Children age 0 through age 18. Adult benefits apply to adults age 19 and over.

This Contract from Delta Dental of Idaho only covers Idaho residents.

**When does my coverage start?**

When valid enrollment documentation and payment information are received on the 1st through the 15th day of the month, coverage will become effective the first day of the next month. When valid enrollment documentation and payment are received on the 16th through the last day of the month, coverage will be effective the first day of the second month. If you enroll during the Your Health Idaho open enrollment period the effective date will be on the first day of the month following the open enrollment period as determined by the rules of the marketplace. Coverage is contingent upon underwriting acceptance. Your Contract period is for 12 months. If the initial enrollment month is other than January, the 12-month period will be prorated to the number of months remaining in the first year.

**How do I renew my coverage?**

Your Contract will automatically renew on January 1st of each year unless you notify Delta Dental in writing of your intent to cancel within 30 days of the Contract expiration date. You will receive a notice of renewal at least 45 days prior to expiration of this Contract.

**Who is eligible for coverage?**

Only Idaho residents are eligible to enroll.

**Coverage for newborn/adopted children**

- 1 A newborn child is covered at birth. You have 60 days to add the newborn to this Contract.
- 2 Legal adoptions or guardianships: Date of placement when the legal petition for adoption or guardianship becomes legally final. Placement means physical placement in the care of the adopting health plan subscriber. An adopted newborn, or newborn child placed with the adoptive subscriber more than 60 days after the birth of the adopted child shall be covered from and after the date the child is placed. An adopted newborn child placed with the adopting subscriber within 60 days of birth may be added to the adopting subscriber's plan as a newborn dependent. If physical placement is prevented due to the medical needs of the child, "placed" means the date the adopting health plan subscriber signs an agreement for adoption of the child and assumes financial responsibility for the child.
- 3 Coverage shall be provided for newborn children with congenital anomalies. "Congenital anomaly" means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. The term significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

The due date for payment of any additional premium, if required, shall be not less than thirty-one (31) days following receipt by the subscriber of a billing for the required premium.

**Adding or removing dependents**

Any eligible dependent you want to cover under this Contract and who is not an adoptee or newborn as described above can be added during the Contract period only if a status change occurs. The dependent must be added within 30 days of the status change. You will be billed for the added dependent(s) on the bill when coverage begins.

Any unmarried child of any age who is medically certified as disabled and financially dependent upon the subscriber is permitted to remain on the subscriber's Contract. If requested by Delta Dental, once per year, the subscriber shall submit medical reports confirming the child's initial or continuing total disability.

**Premiums**

Your premiums for this Contract are shown on the declaration page.

- 1 You are responsible for paying premiums, even if someone else said they would pay the premium for you. Payment is due by the first of the month.

If you are on the automatic payment withdrawal system, and the charge is declined on the due date, we will notify you, and you remain responsible for paying the premium and any related administrative fees. We will not process claims until payment is received.

- 2 Delta Dental will send you notice of a premium change at least 30 days before the beginning of the renewal period.

**Estimate of payment and treatment plans**

After an exam, your dentist may recommend a treatment plan. Ask your dentist to send the treatment plan, with X-rays, to Delta Dental if you would like to receive the specific costs that will be your responsibility.

After we receive the treatment plan, we will estimate how much each party will pay, and we will send you and your dentist an estimate. If you have any questions about the estimate, call us at (208) 489-3580 or (800) 356-7586.

Before you begin the treatment plan, you and your dentist should discuss the plan, the amount Delta Dental will pay, and the balance you will owe.

**Filing claims**

To file a claim with Delta Dental, you or your dentist should file your claim with us within 90 days after your dental care.

We'll tell you what we paid via an Explanation of Benefits (EOB) within 30 days after we receive your claim, unless special circumstances require more time. If we deny a claim because we need more information, the Explanation of Benefits (EOB) shows what additional information we need.

**Dental procedure incurred**

- 1 A dental procedure is incurred on the date it is completed. Claims need to be filed within 12 months after a procedure is incurred for Delta Dental to consider them for payment.
- 2 If Delta Dental pays a claim for which another person or company is liable, Delta Dental has the right to recover its payment from the other person or company.

**If we deny your claim*****Non-urgent care situations:***

If anyone covered under this Contract makes a claim and we deny some or all of it, we'll give written notice to you, or the dentist who provided treatment. Our claim decision will be listed on an Explanation of Benefits (EOB) form.

We typically issue written notices within 30 days. If we need more time, we'll notify you and your dentist. If we need more information, we'll describe the additional information we need and you, or your dentist will need to submit the required information with a new claim.

**Appealing a claim denial**

If anyone covered under this Contract has questions about a denied claim, call Delta Dental at (208) 489-3580 or (800) 356-7586. Most questions about benefits can be answered informally, so please call us. You or any person covered under this Contract, have the right to file an appeal asking us to formally review the benefits decision.

To file an appeal, contact our Customer Service department at (208) 489-3580 or (800) 356-7586, fax your request to (208) 344-4649, or mail it to: Delta Dental of Idaho, 555 E Parkcenter Blvd, Boise ID 83706.

Include the reasons why you disagree with our benefits determination and include any evidence you believe supports your claim. Include your name, the name of the covered person if applicable, and your ID number on all supporting documents.

Delta Dental has a procedure for resolving all questions in regard to claims for dental benefits allowed or rejected under the terms of this Contract. This procedure will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. All determinations made according to this procedure will be final and binding on the Dentist, the Subscriber, and any other enrollee under this Contract.

State of Idaho Consumer Affair Information  
Idaho Department of Insurance, Consumer Affairs  
700 W State Street, 3rd Floor, PO Box 83720, Boise ID 83720-0043  
1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**Terminating your Contract**

When you purchase this Contract you are committing to keeping it for at least 12 months. You must notify us in writing (either electronically or through the mail) within 30 days of the date that any of the below events occur and that you want us to terminate your dental benefit. If you do so, we will refund your unused premium. If you elect to terminate this Contract during the 12 month Contract period you will be liable for all premium payments owing to Delta Dental that remain unpaid for any portion of the Contract period up to and including the date of cancellation.

**You can terminate this Contract without penalty only for the following reasons:**

- 1 You become covered by a group dental plan offered as a result of your employment. If anyone else covered under this Contract becomes covered under a group plan, they may be terminated without terminating the entire Contract.



- 2 If you die, anyone else covered under your Contract who meets eligibility standards may choose to continue this Contract or terminate it. If a covered person other than you dies, you can terminate their coverage.
- 3 Anyone covered under this Contract enters full-time United States military service. If you enter military service, you can terminate this Contract or continue this Contract for people covered on this Contract other than yourself. If a person covered under this Contract other than you enters military service, you may terminate their coverage.

### **Termination by Delta Dental**

We can terminate your Contract before renewal for the following reasons:

- 1 You do not pay your premium when it is due. In the case of non-payment of premium coverage ends on the last day of the month for which Delta Dental received a full premium payment.
- 2 If you or anyone covered under this Contract commits fraud or lies about something relating to your dental benefit, we may terminate your coverage back to its original effective date. If we do that, we will refund the premium you paid us minus any claims we paid. If the claims paid are more than the premium paid, you will owe Delta Dental the difference.
- 3 Someone other than you or a covered enrollee uses your dental benefit.
- 4 You or a covered enrollee doesn't comply with the Contract, or are no longer eligible.

### **Policy cancellation**

This Contract will automatically renew on January 1st of each year. If you don't want to renew this Contract, send us written notice before the renewal date and this Contract will end on the last day before the renewal date.

Delta Dental reserves the right to cancel this Contract by sending you written notice at least 30 days before the renewal date and this Contract will end on the last day before the renewal date.

### **Effective date of termination**

All benefits for you and/or other enrollees covered under this Contract stop on the date this Contract is terminated. That date is the last day of the month of:

- 1 The last date that premiums were paid in full; or
- 2 The date when we receive a termination request from you, or any later date stated in your request; or
- 3 The last day before the renewal date if either we or you don't renew this Contract; or
- 4 The date of your death if no one else covered under this Contract wants to continue the Contract; or
- 5 The date of death of a person covered under this Contract other than yourself, but only for that person;  
or
- 6 Your current Contract period if you or a covered person moves out of Idaho.

### **Delta Dental's liability**

Delta Dental is not responsible for the actual care an enrollee receives from anyone including any Delta Dental PPO or Premier participating dentist. This Contract does not give you or anyone else any claim, right, or cause of action against us based on what a provider of dental care, services or supplies does or doesn't do.

### **Rights of recovery (Subrogation)**

If Delta Dental pays benefits under this Contract, and you are paid by someone else for the same procedures we pay for, we have the right to recover what we paid. You will be required to sign and deliver to us any legal papers relating to the recovery.

**Notices**

- 1 Any notice sent to Delta Dental must be sent in writing (either electronically or through the mail). It's considered delivered when sent to us at the e-mail address shown below; when given in person; or when sent registered or certified United States mail, return receipt requested, proper postage prepaid, and properly addressed to:  
  
Delta Dental of Idaho, 555 E Parkcenter Blvd, Boise ID 83706  
Email: customerservice@deltadentalid.com

- 2 Delta Dental may from time to time provide changes to services or benefits by endorsement or other notice given with 30 days' notice. If you do not wish to accept those changes, you have 30 days to terminate this Contract.
- 3 Any notice required or permitted to be given by Delta Dental will be considered given, if in writing to the last mailing address or email address on record.
- 4 No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless approved in writing by Delta Dental.

**Governing law**

This Contract is issued and delivered in the State of Idaho and obeys its laws and regulations. If it conflicts with any of Idaho's laws and regulations it will automatically conform to the state's minimum requirements.

**Entire Contract**

The entire Contract consists of this Contract, the application, and any and all endorsements. No oral statements by anyone can change or affect any aspect of this Contract.

**Notice of legal action**

No legal action can be brought against Delta Dental of Idaho until at least 60 days after proof of loss has been furnished, or proof of loss has been waived, or we have denied payment; whichever comes earlier.

**Health Insurance Portability and Accountability (HIPAA)**

A Privacy notice detailing Health Insurance Portability and Accountability (HIPAA) guidelines is included with your enrollment materials.

**Coordination of benefits provision**

All of the Benefits under this Contract, if applicable, will be subject to a coordination of benefits provision that is designed to provide maximum coverage, but not to exceed 100 percent of the total fee for a given treatment.

**General**

- 1 This coordination of benefits ("COB") provision applies to This Plan when an employee or the employee's covered dependent has health care coverage under more than one plan. "Plan" and "This Plan" are defined below.
  - a If this COB provision applies, you should look first at the order of benefit determination rules. Those rules determine whether the benefits of This Plan are determined before or after those of another plan. The benefits of This Plan: shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another plan; but
  - b May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in "Effect on the benefits of This Plan."

**2 Definitions:**

- a "Plan" means any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

- ① Plan includes: group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
- ② Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicare or any other federal governmental plans, unless permitted by law. Each contract for coverage under (1) or (2) is a separate Plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

Each contract or other arrangement for coverage is a separate plan. If an arrangement has two parts and COB rules apply only to one of the two, each part is a separate plan.

- b "This Plan" means the part of this group Contract that provides benefits for health care expenses.
- c "Coordination of benefits" means a provision establishing an order in which plans pay their claims, and permitting secondary plans to reduce their benefits so that the combined benefits of all plans do not exceed total allowable expenses.
- d "Custodial parent" means the parent awarded custody by a court decree. In the absence of a court decree, the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation is the custodial parent.
- e "Primary Plan/Secondary Plan:" the order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other plan and without considering the other plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits. When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans and may be a Secondary Plan as to a different plan or plans.
- f "Allowable expense" means a necessary, reasonable, and customary item of expense for health care when the item of expense is covered by this plan. However, This Plan is not required to pay for an item, service, or benefit which is not a part of This Plan's Contract. When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and benefit paid.

### 3 Order of benefit determination rules

- a When there is a basis for a claim under This Plan and another plan, This Plan is a Secondary Plan whose benefits are determined after those of the other plan, unless:
  - ① The other plan has rules coordinating its benefits with those of This Plan; and
  - ② Both those rules and this plan's rules, in subsection (b) below, require that this plan's benefits be determined before those of the other plan.
- b This Plan determines its order of benefits using the first of the following rules which applies:
  - ① Individual plans shall always be secondary to group plans.
  - ② The benefits of the plan which covers the person as an employee, member, insured, or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent; except that: if the person is also a Medicare beneficiary, and as a result of

the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:

- a Secondary to the plan covering the person as a dependent; and
- b Primary to the plan covering the person as other than a dependent (for example, a retired employee).

3 Benefits for a dependent child whose parents are not separated or divorced shall be determined as follows:

- a The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
- b If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which has covered the other parent for a shorter period of time.

However, if the other plan does not have the rules described in (a) above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

4 Benefits for a dependent child whose parents are divorced or legally separated shall be determined as follows. To the extent the plan has been notified by receiving a copy of the court decree:

- a If the specific terms of the court decree state that one of the parents is responsible for the health care expenses of the child, the benefits of the plan of that parent are determined first. The plan of the other parent shall be the Secondary Plan.
- b If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall be subject to the order of benefit determination contained in subdivision b (2) of this section.

If neither subparagraph a. nor b. applies, the order of benefits shall be determined in the following order:

- c The plan of the parent with primary legal custody of the child;
- d The plan of the spouse of the parent with the primary legal custody of the child;
- e The plan of the parent not having primary legal custody of the child; and
- f The plan of the spouse of the parent not having primary legal custody of the child.

5 The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before the benefits of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.

6 Continuation coverage. If a person whose coverage is provided under a right of continuation pursuant to federal law (i.e., COBRA) or state law also is covered under another plan, the benefits of the plan covering the person as employee, member, or subscriber (or that person's dependent) shall be determined before the benefits under the continuation coverage. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this paragraph shall be ignored.

Ⓞ Longer/shorter length of coverage. If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member, or subscriber longer are determined before those of the plan which covered that person for the shorter term.

#### **4 Effect on the benefits of This Plan**

- a This section applies when, in accordance with section “Order of benefit determines rules,” This Plan is a Secondary Plan as to one or more other plans. In that event, the benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as “the other plans” in b below.
- b Reduction in This Plan’s benefits. The benefits of This Plan will be reduced to the extent that the sum of the benefits that would be payable for the allowable expense under This Plan in the absence of this COB provision; and the benefits that would be payable for the allowable expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those allowable expenses.

#### **5 Right to receive and release needed information**

Certain facts are needed to apply these COB rules. Delta Dental has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Delta Dental need not tell or get the consent of any person to do this. Each person claiming benefits under This Plan must give Delta Dental any facts it needs to pay the claim.

#### **6 Facility of payment**

A payment made under another plan may include an amount which should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable cash value of the benefits provided in the form of services.

#### **7 Right of recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of:

- a The persons it has paid or for whom it has paid;
- b Another plan; or
- c The provider of service.

The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

#### **Problems or questions with your benefits**

If you have problems or questions with your benefits, please contact Delta Dental.

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